

Name :  
Address :

Date:

To: **MESSRS LIM SOH & GOONTING**  
Advocates & Solicitors  
Level 8, 7-2 & 7-5, Wisma Sunway Big Box  
Persiaran Medini 5  
Sunway City Iskandar Puteri  
79250 Iskandar Puteri  
Johor

Dear Sirs,

**RE : LETTER OF APPOINTMENT AS RETAINER**

PROPOSED PROPERTY : SOHO SUNWAY MAJESTIC  
DEVELOPER : SUNWAY MAJESTIC SDN BHD

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I/We refer to the above-captioned matter, and hereby confirm your appointment as my/our retainer to conduct the requisite due diligence in related to the Developer's compliance of the Housing Development (Control and Licensing) Act 1966 (including the regulations made thereunder) and on the Master Title for the Project in respect of my/our interest in purchasing the Proposed Property within the Project from the Developer until the my/our pre-selection of the unit in the Project have been accepted by the Developer (**'the Retainer Services'**).

2. I/We understand that:

- (a) the Project is currently in its initial stage, and changes, amendments, or variations may be made to the Project at the Developer's sole discretion;
- (b) the Proposed Property is currently not available for sale in whatsoever manners, and the sale and purchase of the Proposed Property shall be subject to relevant authority approval and the Developer's acceptance and execution of the formal sale and purchase agreement and other relevant documents; and
- (c) no legal rights or pre-emption rights over the Proposed Property are conferred by the appointment of you as my/our retainer, and the confirmation of unit availability is at the sole discretion of the Developer. Your appointment as my/our retainer does not constitute an offer for the purchase of the Proposed Property.

3. In view of the above, I/we enclose herewith a payment of Ringgit Malaysia Five Thousand (RM5,000.00) only as the retainer fees for the Retainer Services (“**Retainer Fees**”).
4. In the event that the Developer has allowed for the pre-selection of any unit in the project that:-
  - a. I/We manage to have my/our registration of interest for the Proposed Property presented to the Developer, your Retainer Services shall be deemed completed upon my/our execution of the formal sale and purchase agreement;

OR

  - b. I/We do not manage to have my/our registration of interest for the Proposed Property presented to the Developer, your Retainer Services shall be deemed terminated accordingly.
5. I/We also confirm our understanding that you only act as my/our retainer until any of the circumstances stated in Clause 4 have occurred.

Thank you.

Yours faithfully,

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Name:

NRIC No.:

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Name:

NRIC No.: